

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		▶	RATING	PAGE 1	OF 49	PAGES
2. CONTRACT No.		3. SOLICITATION No. SPE1C1-16-R-0083		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 2016 JUN 17		6. REQUISITION/PURCHASE No. 1000046623	
7. ISSUED BY DLA TROOP SUPPORT C AND T SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA			CODE SPE1C1		8. ADDRESS OFFER TO (If other than Item 7) See Block 7				

NOTE : In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Business Opportunities Office, Bldg 36-2-S until 3:00PM local time 2016-Aug-17

(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ▶	A. NAME Alicia Burrows MAB0027	B. PHONE/FAX (NO COLLECT CALLS) Phone: DSN-444-4764	C. EMAIL ADDRESS Alicia.Burrows@dla.mil
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT <small>(See Section I, Clause No. 52.232-8)</small>		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS <small>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</small>		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFER-OR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <small>(Type or print)</small>	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>		17. SIGNATURE	
18. OFFER DATE					

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN <small>(4 copies unless otherwise specified)</small> ▶ ITEM	
24. ADMINISTERED BY (If other than item 7) CODE				25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS

ADDENDUM TO STANDARD FORM 33

1 Block 8 (continued)

Address and Delivery “hand carried” offers, including delivery by commercial carrier, to:

DLA Troop Support
Business Opportunities Office
Building 36, 2nd Floor, Wing E
700 Robbins Avenue
Philadelphia, Pa 19111-5092

Solicitation Number: SPE1C1-16-R-0083

Opening Date: Opening Date: June 17, 2016

Closing Date and Time: August 17, 2016 at 3:00 p.m. eastern

Notes:

1. All hand carried offers are to be delivered to the Business Opportunities Office between 8:00am and 3:00pm, Monday through Friday except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service “hand carries” the package to the Business Opportunities Office specified above for hand carried offers prior to the scheduled opening/closing time. Packaging must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER’S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 9 of the Standard Form 33.

2. Examples of “hand carried” offers include: In-person delivery by contractor, Fed Ex, Airborne, UPS, DHL, Emery, other commercial carrier, USPS Express Mail, and USPS Certified Mail.

3. Please note – Facsimile Offers are not permitted. Vendors are not permitted to submit electronic proposals through the DIBBS Upload Feature.

4. Block 17a: Offeror’s assigned DUNS Number: _____ (If you do not have a DUNS number, contact the individual identified in Block 7 of the SF33 or see 52.215-1, Instructions to Offerors – Competitive Acquisitions for information on contacting Dun and Bradstreet.

5. Block 17b: Remittance Address: (If different from Contractor/Offeror address in block 17a)

6. CAGE Number: _____

7. Are you registered with the System for Award Management (SAM.GOV) Database? Yes () No ()

8. Please Note that Submitted Offerors will remain valid for a period of 180 Days after the solicitation closing.

9. Pursuant to FAR 19.702(a) the vendor is required to submit a subcontracting plan under clause 52.219-9 Small Business Subcontracting Plan

10. CAUTION NOTICE – STOP SHIPMENT DELAYS AND REJECTIONS! (OCT 2010) DLA TROOP SUPPORT For deliveries to the Third Party Logistics locations (3PL) - Travis Industries for the Blind, ensure the Government or Commercial Bills of Lading are correctly annotated with the following information in the description of articles:

Weight
Pieces
National Stock Number (s) (NSNs)
Contract Number

For the 3PL sites only, also include: Shipment number

Delivery appointments are required for these locations. Your truckers/dispatchers/brokers/etc. should have the above information readily available when calling to schedule delivery appointments as follows:

Travis Association for the Blind – 512-615-4701
LA3P – 706-693-1918

Peckham Vocational Industries – 517-316-4110

11. Patient Protection and Affordable Health Care Act: The Patient Protection and Affordable Health Care Act ("the Act"), 124 Stat. 119, imposes duties upon employers concerning the provision of health care to their employees. Health insurance costs, including any costs associated with compliance with changes in the applicable law, are the sole responsibility of the offeror. Offerors are advised that their proposals should include any costs associated with the implementation of the Act. Any changes in health coverage costs and/or costs associated with compliance, occurring after award of a contract pursuant to this solicitation will not form the basis for an equitable adjustment of the contract price.

12. Employment Eligibility Verification: Pursuant to FAR clause 52.222-54 vendors are required to enroll in the E-Verify program within thirty days after the date of a contract award and comply with all terms of the clause. In addition, vendors are required to provide evidence of their enrollment in the E-verify program to the contracting officer within 30 days after the date of a contract award.

IMPORTANT NOTE ON LOT ACCEPTING TESTING: The Contractor shall pay for all First Article and Lot Acceptance Testing. Contact ATC for quotes associated with test costs:

Point of Contact for ATC is as follows: Brian E. Smith
Test Officer, Hard Armor and Special Projects Branch

US Army Aberdeen Test Center
TEDT-AT-FPP
400 Collieran Road
Aberdeen Proving Ground, MD 21005-5059

P: 410-278-6151
Email: brian.e.smith236.civ@mail.mil

13. Security: Due to the nature of the body armor requirements, there is a need for operations security. The Government considers all documents handled or generated in conjunction with the body armor acquisition to be unclassified information of a sensitive and proprietary nature that must be protected against release to unauthorized individuals. During all phases, to include the post-award-phase, release of any information associated with this acquisition to any individual, firm or business is prohibited without the express written approval of the Contracting Officer. Further, product information shall not be shown, displayed or discussed at any trade show, symposium or any other medium without the express written approval of the Contracting Officer. Reproduction of any documents provided by the Government is strictly prohibited without the express written approval of the Contracting Officer.

Any indication that such information has been made available to unauthorized individuals may result in termination of the contract. Request for approval to release information submitted to the Contracting Officer for approval shall identify the specific information to be released, the medium to be used and the purpose of the release.

NOTE: Contractors must be able to receive Secret information and be able to receive Export Controlled Information.

SECTION B: SUPPLIES & SERVICES

Items: E Small Arms Protective Insert (ESAPI)

Unit of Issue: Each

Inspection and Acceptance at Source (Origin)

FOB Destination

Firm Fixed Price, Indefinite Delivery, Indefinite Quantity Type Contract

ESAPIs:

Extra Small: NSN: 8470-01-520-7360
Small: NSN: 8470-01-520-7370
Medium: NSN: 8470-01-520-7373
Large: NSN: 8470-01-520-7382
Extra Large: NSN: 8470-01-520-7385

Ordering Period	Guaranteed Minimum Qty.	Annual Estimated Qty.	Annual Order Limitation Qty.	Proposed Unit Price
Base Period	14,800	38,400	48,000	\$ _____

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First Term Option	14,800	38,400	48,000	\$ _____
Second Term Option	14,800	38,400	48,000	\$ _____
Third Term Option	14,800	38,400	48,000	\$ _____

NOTE: The Government is not bound to order more than the minimum quantity indicated for the base ordering period. The Government reserves the right to order any combination of ESAPI sizes provided they are within the AOLQ quantities identified above. The minimum monthly quantity for any delivery order or combination of delivery orders shall be 1,200 each of any one size. The maximum monthly quantity for any delivery order or combination of delivery orders shall be 4,000 each

The term "Annual Estimated Quantity" refers to the government's good faith estimate of the requirement for each period.

The term "Annual Order Limitation Quantity" refers to the maximum order quantities for purposes of clauses 52.216-19 Order Limitations and 52.217-5 Evaluation of Options

The Government reserves the right to order any combination of ESAPIs within the quantity limitations identified above.

Prices are to be based on FOB Destination only

Vendors are required to submit ONE price for each ordering period.

Radio Frequency Identification tags is required for the above location. Therefore, clause 252.211-7006 Radio Frequency Identification, paragraph (b)(1)(ii)(B) is supplemented as follows:

Contract Line	Location Name	City	State	DODAAC
ALL CLINS	Travis	Austin	TX	SD0131
ALL CLINS	Peckham	Lansing	MI	UY0157
ALL CLINS	Lion Vallen	Pendergrass	GA	UY0159

All materials are to be contractor furnished.

First article and Lot Acceptance Testing NOTE: This procurement requires First Article Testing (FAT) and Lot Acceptance Testing (LAT) in accordance with Section C of the solicitation to be performed by U.S. Army Aberdeen Test Center (ATC). The awardee is required to enter into a separate service contract with ATC for all FAT & LAT under the award at the awardee's expense. DLA Troop Support, the procurement activity under the instant acquisition, shall not pay the awardee for FAT and LAT directly under the contract as a separate line item.

Contractor is authorized to receive DOD test rates at a Major Range Test Facility Base (MRTFB).

SECTIONS C & D: Interim Changes and Packaging Information

X-SMALL; NSN: 8470-01-520-7360

SMALL; NSN: 8470-01-520-7370

MEDIUM; NSN: 8470-01-520-7373

LARGE; NSN: 8470-01-520-7382

X-LARGE; NSN: 8470-01-520-7385

Personal Armor, E-Small Arms Protective Insert (ESAPI) shall be in accordance with CO/PD 04-19H Dated 19 MAY 2016 and the following:

SOURCE INSPECTION REQUIRED: CRITICAL SAFETY ITEM

FOLIAGE GREEN STANDARD SAMPLE FOR SHADE: Roll Number 3780

The following AQLs and Inspection Levels apply: Radiographic and Visual Examination of ESAPI. Each unit submitted for FAT and LAT testing shall be examined for critical and minor defects. The sample unit shall be one ESAPI. The Inspection Level shall be S-4. The Acceptable Quality Level (AQL) expressed in terms of defects shall be 0.10 for critical defects, 1.0 for Major 1.0 defects and 4.0 for Minor defects.

Table II: Vendor shall perform all inspections including those labeled DCMA Inspection.

At end of Table II add *See Paragraphs 3.5 Workmanship and Para 4.9.10 Workmanship and Areal Density

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Packaging Examination: The fully packaged end items shall be examined for the defects listed below. The lot size shall be expressed in units of shipping containers. The sample unit shall be one shipping container fully packaged. The inspection level shall be S-2 and the AQL expressed in terms of defects per hundred units shall be 1.0.

EXAMINE DEFECT

Marking

(Exterior, Intermediate & Unit Pack) Omitted; incorrect; illegible; of improper size, location sequence or method of application

Bar Code Label Omitted, incorrect or not readable by scanner, Human Readable Interpretation (HRI)
Omitted, Not Visible on folded or packaged item, Causes damage to the item

Materials Any component missing, damaged or not as specified

Workmanship Inadequate application of components, such as incomplete sealing or closure of container flaps

Loose strapping, improper taping or inadequate stapling, Bulged, damaged or distorted container

Content Number of items per container is more or less than specified

RFID Omitted, not as specified

Manual Omitted, illegible

Palletization Examination: The fully palletized end items shall be examined for the defects listed below. The lot shall be expressed in units of palletized loads. The inspection level shall be S-1 and the AQL expressed in terms of defects per hundred units be 1.0.

EXAMINE DEFECT

Pallets Pallet not as specified, damaged

Finished Dimensions Length, width or height exceeds specified maximum

Palletization Pallet pattern not as specified

Interlocking of loads not as specified

Load not bonded with required straps as specified

Weight Exceeds maximum load limits

Marking Omitted, incorrect, illegible; of improper size, location, sequence or method of application

SUPPLEMENTAL QUALITY ASSURANCE

U.S.Army Aberdeen Testing Center (ATC): First Article and Production Lot Testing shall be conducted at U.S. Army Aberdeen Testing Center (ATC). In the case when ATC cannot meet the demands for LAT Testing, testing will be conducted at an NIJ Laboratory. ATC will determine if test demands exceed capacity and will outsource accordingly. ATC will provide oversight for all LAT testing conducted at an NIJ Laboratory.

Offerors shall contact Aberdeen Test Center to obtain an updated quote for First Article and Lot Acceptance Testing. Offerors shall include a copy of the solicitation and any amendments when submitting request for quotes to Aberdeen Test Center. POCs: For Aberdeen Testing Center:

Brian E. Smith Test Officer, Hard Armor and Special Projects Branch, US Army Aberdeen Test Center, TEDT-AT-FPP

400 Collieran Road, Aberdeen Proving Ground, MD 21005-5059

P: 410-278-6151, Email: brian.e.smith236.civ@mail.mil

Technical Data Package: Prior to First Article submission, the contractor must submit their technical data package and Dry-Lay-Ups to DLA Troop Support for approval in order to gain approval to conduct FAT. The Technical data package shall identify all drawings, materials and processes and include place (s) of performance used for the design. Technical data shall: State design name and part number/design designation, components utilized, i.e. tile composition, type of backing material, ballistic package composition, etc. for sizes (state which sizes apply, X-Small, Small, Medium, Large and X-Large).

Technical Data Package (TDP) for all design variants shall include the following as a minimum:

(1) Product/Material Safety Data Sheets; (2) Design nomenclature (3) Drawing/Pattern by size; (4) Material configuration by size, (a) Type of materials used, (b) Build Sheet/Cut Patterns, (c) Dry layout and assembly; (5) Orientation/sequence of layers of the design (by size if there

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are changes, if applicable); (6) The Contractor shall submit samples to the government in accordance with the performance description prior to FAT. The Government will treat all information provided as Proprietary and deem it close hold with restricted access. This information is required by the Government in order to baseline and to maintain configuration management of the submitted design. The Contractor shall eliminate and minimize the use of proprietary materials and sole source materials in the design. The Contractor shall disclose any remaining proprietary materials or sole source materials to enable the government to maintain effective life-cycle planning. Any changes to the TDP or manufacturing process shall be in compliance with the change process defined in paragraph 5.0 (Configuration Management)

Contractor shall submit Technical data package and Dry-Lay-Upsto the DCMA QAR for review prior to submission to the DLA Troop Support. One Dry-Lay-Up of each size ESAPI and the Technical Data Package shall be furnished to: DCMA QAR, DLA Troop Support Contracting Officer and, PM-SPE- POC will be provided to successful awardee

No changes are permitted, after a design has been authorized for production without written approval from DLA Troop Support. This includes subcontractor's drawings and/or specifications and/or materials. The contractor shall provide measurements and certificates of conformance for all material properties identified in the performance requirements by specific test method. DLA Troop Support requires 30 days for review and to provide direction to the contractor.

First Article Test and Production Lot Acceptance Testing: First Article Testing (FAT), Production Lot Acceptance Testing (LAT), and conformance inspections shall be conducted per contract, Purchase Description (PD), and contractor internal requirements. Tests, inspections, and procedures used are subject to Government review and approval. The contractor shall provide test data, traceability to materials, and procedures that verify the outcome contained in all Certificates of Conformance. The contractor shall produce all products in accordance with an approved FAT, Technical Data Package and Production Process Package (PPP). The Government reserves the right to not accept end item production lots that do not compliant with the contract requirement, to include but is not limited to the PD, FAT and Production Process Package (PPP). The PPP shall be submitted to the Government for approval in conjunction with the FAT.

Presentation of Lots: The lots for all tests and examinations shall be homogenous, of one size and type, as applicable, sequentially produced. The QAR shall examine the samples that he/she draws from the lot for all examinations specified in the PD. If these samples pass inspection by the Government QAR then they can be forwarded for ballistic testing. The QAR shall prepare a DD1222 Form.. The signed and stamped form and DCMA inspection results shall be included with the FAT and all lots submitted for testing. The DD1222 shall identify the System/Design, subject to testing, in order to maintain traceability to the approved FAT. List the serial numbers, NSN and size of all inserts forwarded for testing in Block 16 of the DD 1222.

Ballistic Test Reports: Copies of all Ballistic Reports are to be submitted via email from the testing facility to:Carolyn.Bullard@dla.mil; Leighanne.Crouthamel@dla.mil and the DCMA QAR at vendor's facility.

DLA Troop Support shall provide notification of acceptance/rejection. No lot shall be released from the contractor's plant prior to notification of passing ballistics by DLA Troop Support and DCMA inspection and acceptance for all other contractual requirements.

Production Process Package (PPP): A PPP shall be prepared by the Contractor, validated by DCMA, and submitted for Government acceptance. The PPP submission shall be prepared in conjunction with the First Article build, and is required ten (10) working days before FAT submission (based on DCMA signed date on DD1222). Copies should be submitted to PM SPE Quality Assurance, the KO, and appropriate DCMA office. The PPP must be accepted by the KO prior to issuance of the FAT Approval Letter. Government acceptance of the PPP does not relieve the Contractor from their responsibility to ensure that all production documentation, processes and procedures shall be effective, product development and realization is demonstrated and available to the Government; and that all documentation, processes and procedures shall yield an effective product that meet all product specification as stated in the contract and performance specification (Technical Exhibit 3). The PPP is to be design specific. The KO will provide written approval notification no later than thirty (30) working days from receipt of the technically acceptable PPP. If the PPP is determined to be technically insufficient, the PPP will be rejected for appropriate correction and resubmission; the Contractor shall resubmit the corrected PPP within ten (10) working day of notification from the Government. The Government will then have an additional twenty (20) working days from receipt to establish technical acceptability and written approval. The Contractor is responsible for all associated delays as a result of submitting technically insufficient PPP.

The PPP shall include detailed product information, to include at a minimum:

Section 1: (1) Company name; (2) Contract Number; (3) Approval Authority; (4) Approval Date; (5) Design designation (per design); (6) Product description (per design)

Section 2 (per design, size):(1) Raw materials ;(2) Raw material suppliers

Section 3: FAT component material test data and certifications (to include Berry Amendment compliance certification for all applicable materials); all test reports shall identify the Investigators/Title and approval authority for the test. All test reports submitted as part of the PPP shall, at a minimum, contain the following information: test report number, test date, the material tested, Lot number, Customer name, Customer P.O. Number, BOM (with appropriate identification number), Government Contract Number, test standard, quantity, requirement for acceptance, test performance value, pass or fail results, date report was approved, the investigator (name and signature) and test report approval authority (name, title and signature). The laboratory name, laboratory certification information and location shall be identified on all reports. The Contractor shall submit test reports for the specific product/design configuration submitted and approved by the

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Government; test reports shall not be older than 180 days. The contractor shall verify and validate all sizes of the design if there are configuration or material changes within the system; this information should be clearly documented in the reports submitted to the Government.

Section 4: All work instructions shall be provided and referenced in either the Process Flow Chart or Process Control Plan (Technical Exhibit 6, PM SPE Form 15).

Section 5: The PPP shall also include detailed process information for all sizes if the configuration changes materials, dimensions, material finish etc.; the contractor shall clearly communicate, identify and supply information below for all products by design and size, to include at a minimum:

1. Process Flow Chart (to include all steps, critical inspection points and sequence in the manufacturing process)
2. Process Control Plan, to follow steps in process flow chart, including: a) Process/operation number and description; b) Machinery/equipment/tools; c) Product/process characteristic to be controlled; d) Specification/tolerances by size; e) Reference drawing/criteria by size; f) Evaluation/measurement method; g) Sample size and frequency; h) Control method; i) Reaction plan

The PPP must be submitted in electronic format. All internal documentation must state the controlled document revision used for the PPP under consideration. The PPP is design specific, the contractor shall ensure that the information submitted in the PPP represents all design variants and is clearly. Any changes to the PPP to include changes to the process, product, or accompanying work instructions shall require resubmission of the PPP, in its entirety, for Government approval prior to implementation.

Production Readiness Review/Audit: The PRR/Audit shall be conducted twenty (20) calendar days after receipt of final FAT and Inspection Report, Government approval and prior to first Lot presentation. The purpose of this review will be to verify that all lessons learned during FAT have been incorporated into the design and technical data before full-scale production. During the PRR/Audit the contractor shall declare their production readiness, readiness and documentation level and provide briefings to the Government in support their declaration. The contractor shall present to the Government as part of their presentation internal audit records (i.e. internal reports of their QMS, Configuration Management System and internal Audits of their subcontractor and their readiness level for production). The Government will provide written approval or disapproval fifteen (15) calendar days after PRR/Audit. The contractor shall not proceed beyond first lot production until written approval from the Government declaring passing results. The Government will be responsible for agenda.

The Contractor shall declare their production readiness, and documentation readiness levels in the briefing to the Government in support of their production readiness declaration. The Contractor shall present to the Government as part of their presentation internal audits records (i.e. internal reports of their QMS, Purchase Orders, Configuration Management System and Internal Audits of their Subcontractor and their readiness level for production). The briefing shall address the following:

Adequacy and stability of the supply chain during the period of performance of the contract; Program is properly staffed with qualified production, quality (engineers and inspectors), and manufacturing personnel; Product acceptance system, including acceptance test procedures and associated equipment, has been validated and put under configuration control; Production facilities are ready and required personnel are trained; Delivery schedule is executable (technical/cost risks, long lead items); Diminishing Manufacturing Sources and Material Shortages (DMSMS) plan is in place and mitigates the risk of obsolescence during production; Drawing/pattern and manufacturing work instructions are ready, validated and released to the appropriate Subcontractor and Supplier; certification that all documentation are under the Configuration Control and available for government inspection/verification.

Prior to the PRR/Audit, the contractor shall conduct Configuration Management audits (functional configuration audit and physical configuration audit); the contractor shall ensure that all internal audits and the final product baseline are completed; internal audit results shall support the contractor self-assessment. In addition, the contractor's quality assurance team shall review their internal system, production material release, or project-specific documentation. This review shall ensure that documentation is in place to support authorization for production; the results of all audits shall be presented to the Government five (5) working days prior to the PRR/Audit. See Exhibit - Production Readiness Review Audit.

Quality Management System (QMS): The contractor shall have a QMS that meets or is equal to the requirements of FAR 52.246-11, Higher-Level Contract Quality (February 1999). As such, the contractor shall establish, document, implement and maintain a quality management system and continually improve its effectiveness in accordance with the requirements of International Organization for Standardization (ISO) 9001:2008 or higher level QMS industry standard and includes requirement for Traceability. The contractor shall monitor, assess, and audit quality and reliability at all subcontractor and supplier facilities during the period of performance of this contract. All requirements of the contract apply to subcontractors and suppliers. The Government reserves the right to audit products and processes, as well as the QMS, at any stage of contract performance. The Government reserves the right to audit products and processes, as well as the QMS, at any stage of contract performance. The contractor shall maintain a calibration system in accordance with American National Standards Institute (ANSI)/ISO/American Society for Quality (ASQ) Q10012-2003 or equivalent to ensure that all test/inspection, measurement, and diagnostic equipment to include all accessories and ancillary equipment are properly calibrated and identified by appropriate labeling.

Quality Manual: The contractor shall plan for achieving Government satisfaction and assure that the product meets contractual and internal requirements. As required by ISO 9001:2008 or equivalent, the contractor shall establish and maintain a Quality Manual. The contractor shall submit the Quality Manual for Government for review prior to FAT or in conjunction with their FAT submission. The Quality Manual

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must include: the scope of the QMS, the documented procedures established for the QMS, and a description of the interaction between the processes of the QMS. All procedures describing the activities needed to implement the system shall be submitted in their entirety. In conjunction with the Quality Manual the contractor shall provide a cross-walk matrix that demonstrates that their Quality Manual is compliant with and or equivalent to the requirements of ISO 9001:2008. QM Manual shall include certificate of conformance or equivalent to 9001:2008. See Exhibit - ISO 9001:2008 CROSSWALK.

Identification and Traceability. Para. 7.5.3 of ISO 9001:2008 Higher Level Quality or Equal # Identification and Traceability is a requirement under resultant contract. Lot numbering is applicable. The contractor shall maintain traceability records for all component parts used to manufacture the end item product. All component part lot identification shall be traceable through to the end item product's lot number, serial number and contract number. Subcontractor's component part lot information shall enable traceability to the raw materials used in the component part. Each product lot shall consist of only one product variant (size, color, etc.). A product lot can be made from multiple lots of ballistic material, where a lot of ballistic material is defined as an individual roll of ballistic material. However, in the case where any additional ballistic material is left over from the production run, that material may only be used in the next consecutive product lot. Records shall be maintained and readily available for Government review and audit verification. For end item products identified with individual serial numbers, the traceability requirements listed above shall be traceable via the individual serial number. The contractor shall ensure that every end item is durably marked in such a fashion as to be traceable from production through to the ballistic test records for that lot. The contractor shall ensure that the serial number is indelible after exposure to mechanically stripping or by the use of a solvent and as specified in the PD. The contractor shall ensure that solvents, fuels and other liquids do not diminish the serial number markings.

Measuring and Test Equipment: The Contractor shall maintain a calibration system in accordance with ANSI/NCSL Z540.3-2006 or equivalent to ensure that all test/inspection, measurement, and diagnostic equipment; including all accessories and ancillary equipment, are properly calibrated, identified, labeled appropriately and traceable to national measurement standards FAT or in conjunction with their FAT submission.

Quality Audits: The Government reserves the right to audit the Contractor's Quality Management System (QMS) for all products/processes related to the contract. These audits may be of the QMS, a particular process, or the product. The contractor will be audited against ISO 9001:2008 and their internal QMS documentation; to include a review of Contractor's ability to detect and remove defects prior to presentation to the Government and a review of supporting defect records, process appraisal results, defect tracking databases, and process improvement plans to see if they are in place and actively being worked. These reviews and audits by the Government will not relieve the Contractor of its contractual responsibility. The Government will conduct a Production Readiness Review (PRR)/audit prior to the acceptance of the first production lot. The Contractor's production processes shall pass the PRR audit in order to receive written authorization from the Government to proceed beyond the initial first production first production lot. FAT letter will approve product design and limited first lot production. The contractor shall notify the Government when the first Lot production is ready to start and provide the Government notice ten working days in advance to allow sufficient time to coordinate and make travel arrangements. The Production Readiness Review (PRR) audit will be conducted jointly with the first lot production.

Production Lot Testing: Ballistic testing on end items shall be considered acceptance testing. No lot shall be released from the facility prior to the receipt of notice of passing ballistic test reports that are approved by this Office. Final acceptance of the lot shall be based upon completion of inspection by the DCMA Quality Assurance Representative. The contractor shall provide the Government QAR documentation (CoCs, Test Reports) of the materials and processes used for each lot submitted for testing.

A production authorization remains in effect and acceptance may continue unless:

1) The Contractor fails any single LAT. The KO will notify DCMA that acceptance shall be withheld after a LAT failure. The Contractor shall segregate the material of the lot in question from all other production lots in process, conduct a failure analysis, and provide a CAR response through DCMA to the Contracting Officer (KO). The Contracting Officer will determine within thirty (30) working days of receipt of the final CAR response if it is technically acceptable. If not found to be technically acceptable, the Contractor will be notified by the KO to resubmit the CAR response. The KO will notify the Contractor of Government acceptance of the CAR and if production under a previously approved FAT configuration may resume or if the Contractor must conduct a new FAT. If a new FAT is required, the Contractor shall submit the required samples for testing (at the Contractor's expense), as directed by the KO, for the issuance of a new FAT Approval Letter. Schedule delays as a result of product failure to fully satisfy the Government's requirements as documented in the KO's correspondence, with the Contractor, is the responsibility of the Contractor. Cost to retest FAT products will be borne by the Contractor.

Additionally, when a lot fails LAT and is subsequently rejected, that lot is rejected in total and no component parts may be used in the production of any other lot, or any other Government contract without written Government authorization. Failed lots shall not be delivered and products failed shall not be commingled with other lots. The Government shall have the right to revoke acceptance of any and all items that may contain the root cause failure mode, and to require the Contractor to replace all affected units at the Contractor's expense, including transportation costs. Failures occurring during Government testing are also subject to this requirement.

2) The Contractor fails LAT requirements on two (2) consecutive lots. Consecutive lots are will be defined by both production dates and testing dates. Should this occur, the Government will withhold acceptance and may immediately cease all production (Stop Acceptance) from the Contractor. The Contractor will segregate the material of the lot in question from all other ongoing production lots, conduct an analysis, and submit a CAR to the KO, DCMA, and the COR after notification of failure. The CAR and subsequent Government decision shall follow the same provisions outlined in the section above; see CAR Exhibit for detail submission timeline.

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3) A Pattern of Negative Trending or Failure (outside of the two (2) failed consecutive lots rule stated above). This could include statistically significant shifts in performance over a period of time, whether improvement or degradation. Should this occur, the Government will withhold acceptance and may immediately cease all production (Stop Acceptance) from the Contractor. The Contractor will segregate the material of the lots in question from all other ongoing production lots, conduct an analysis, and submit a CAR to the KO, DCMA and the COR NLT ten (10) working days after notification of failure. The CAR and subsequent Government decision shall follow the same provisions outlined in section above. Schedule delays due to the provisions of a pattern of negative trending or failure are the sole liability of the Contractor.

4) A Contractor out of Production with an Approved First Article Design (for more than a period of 180 consecutive days). When multiple designs have been approved over the course of the contract, each design production time will be self-contained. Non-production under this stipulation will result in automatic revocation of the FAT approval. Production is defined as the complete activation of all manufacturing sequential operations and processes established and approved during FAT to produce the product under contract; or components assembled to make the finished article under contract and the associated processes (purchasing, manufacturing, personnel). Timeframe for non-production shall be calculated from date of FAT approval to date of request to DCMA for inspection of the First Lot. The 180 days of non-production for subsequent lots shall be calculated from the date of the vendor's last request to DCMA for initial inspection and acceptance of a lot of finished ESAPI to the next date at which the vendor submits next request to DCMA for inspection and acceptance of a lot of finished ESAPI. A lot that fails initial inspection and is resubmitted to the Government for re-inspection does not fall within the parameters of the 180 days of non-production. If a Contractor with an approved design has not produced or is out of production for 180 days, FAT approval shall be automatically revoked.

Corrective Action Report (CAR): In the event of a failure, the contractor shall conduct initial failure analysis and provide a CAR response to the KO, through the Defense Contract Management Agency (DCMA) (Quality Assurance Representative (QAR) and Administrative Contracting Officer (ACO)). The CAR shall be presented in the format prescribed by DLA TS. This will be provided to the successful awardee under resultant contract. Upon receipt of the final CAR submission, the KO will determine whether to approve within forty (40) calendar days from receipt, See Exhibit. The contractor shall include all salient information for failure analysis (i.e. detailed failure analysis methodology, testing, identify the root cause, corrective action plan and validation plan, etc.) to assess the effectiveness of the corrective action and proposed disposition of the failed item and lot, and containment actions. The contractor shall include in the CAR documented evidence that rejected item's labels are removed and items are not sold to other USA Military Services, General Services Administration (GSA) and other venues in which Soldiers/Units may buy replacements using individual or unit funds. CAR response is due 15 working days from request made by CAR issuing activity. Contractor shall not exceed the 15 workings days for final CAR response without written request for an extension form DCMA.

Rejected Lots or Units: The following applies to units of a lot or a lot rejected for failing to meet contractual requirements. This includes any lots manufactured by the contractor under resultant contract and not presented to the Government for inspection. The contractor shall notify this Office and DCMA of any lots manufactured under resultant contract not submitted for Government Source Inspection. In addition, contractor must provide the following documentation to the Government; component, NSN, lot number, serial numbers and reason lot was not submitted for GSI. The nonconforming product shall be held in a designated controlled area to prevent intermingling with conforming product. The nonconforming product shall be controlled to include procedures for identification, segregation, presentation, and disposition of the items. Additionally, when a lot fails LAT and is rejected, that lot is rejected in total and no component parts may be used in the production of any other lot, or any other DOD and other Government contract. Records, serial numbers, and disposition of the nonconforming product shall be provided to the DCMA QAR and the Contracting Officer. Nonconforming product that is rejected for failing to meet requirements of the contract is deemed unsafe for use as an Interceptor Body Armor or Improved Outer Tactical Vest, Gen IV and shall not be resold as an Interceptor Body Armor or Improved Outer Tactical Vest, Gen IV to the Department of Defense.

Place of Performance. The contractor shall identify work to be performed. Identify End Item Component Suppliers, Subcontractors and Material Supplier name, and places of performance (subcontractor name, physical location of performance, component/material supplied) under resultant contract as part of Clause 52.215-6 Place of performance. Any changes to the identified places of performance must be submitted to the Contracting Officer for review and approval. The contractor shall identify the new location and the verification date used to certify the new location, production capacity, floor plans, and management review/transition plans for startup at the requested location. Changes in production location may also result in a need to conduct a new FAT.

Subcontractor and Supplier Management: The Contractor shall ensure that all procedures and policies for managing Subcontractor and Supplier quality are documented. The Contractor shall develop, and maintain a Subcontractor and Supplier Management Plan (SMP). The Contractor shall deliver the SMP to the Government ten (10) working days after contract award. The SMP shall identify processes for selecting, qualifying and managing Subcontractors and Suppliers, managing product and processes, flowing applicable requirements to Subcontractors and Suppliers, assessing Subcontractor and Suppliers capabilities, verifying compliance of Subcontractors and Suppliers and establishing metrics for continuously monitoring and rating supplier performance. The SMP shall clearly identify subassembly manufacturing or processes to be performed by any subcontractor/supplier; the Contractor shall maintain a list of qualified Subcontractor/Suppliers and their current rating. The Supplier Rating System shall be provided to the Government at the Post Award Conference and reviewed during the in-plant audit. The SMP shall address product acceptance requirements (if not already specified in the contract or performance specification) for Suppliers and emphasis shall be placed on product verification at the Supplier level in order to identify and correct defects at the earliest point of inspection and test. The Contractor shall identify key features, characteristics and performance requirements that shall be verified at the component acceptance test level. The Contractor shall develop and have available for Government review a flow chart showing the supply chain for the item being manufactured at the Post Award Conference. Manufacturers of all components/assemblies shall be specifically identified on the flow chart

The Contractor shall be responsible for work performed by their Subcontractors and Suppliers including any inspections and tests. The Contractor shall ensure that all applicable quality requirements, associated specifications, and all contractual requirements applicable to the component or materials, and spare part are conveyed contractually to their Subcontractors and Suppliers, and that compliance is verified for the period of performance of the contract. The Contractor shall allow the KO or their authorized representative(s) to enter the Contractor's or any Subcontractor's and Supplier's facility for the purpose of audits, production surveillance/verification, and observation during contract performance. The Contractor shall identify all Subcontractors and Suppliers of all key and critical components or processes by names, location, contact information for key personnel, identify component for each and or working for each. The Contractor shall maintain documented evidence that the Subcontractors and Suppliers meet all criteria related to the contract's materials and processes, including ISO 9001:2008 compliant QMS or equivalent.

Use of Contractor's Inspection Equipment: The contractor shall make available gauges, measuring, and testing devices for use by the Government when required to determine conformance with contract requirements. If requested by the Government, the contract or shall make available personnel for operation of such devices and for verification of their accuracy and condition.

THE FOLLOWING EXHIBITS FORM PART OF THE SOLICITATION:

EXHIBIT 1 Production Readiness Review; EXHIBIT 2 ISO 9001:2008 CROSSWALK; EXHIBIT 3 ISO Corrective Action Report Form
EXHIBIT 4 Process Control Form; EXHIBIT 5 Engineering Request Form

APPLICABLE DOCUMENTS: The following list of documents is applicable to this procurement:

MIL-STD-147 IS HEREBY REINSTATED AS FOLLOWS:

MIL-STD-147E DEPARTMENT OF DEFENSE
16 MAY 2008 STANDARD PRACTICE PALLETIZED UNIT LOADS

STANDARDS (COMMERCIAL)

ASME-MH1 American Society of Mechanical Engineers (ASME) Pallets, Slip Sheets, and Other Bases For Unit Loads, for construction of pallets.

MIL-DTL-32075: LABEL FOR CLOTHING, EQUIPAGE, AND TENTAGE, GENERAL USE REPLACES DDD-L-20

INTERIM SPECIFICATION CHANGES TO MIL-DTL-32075:

PAGE 4, PARA. 3.3.5, AFTER "TYPE III OR IV, CLASS 4 OF" DELETE "DDD-L-20" AND REPLACE "MIL-DTL-32075".

PAGE 6, TABLE I, "PHYSICAL REQUIREMENTS OF THE TYPE VI FINISHED LABEL." UNDER "TEARING STRENGTH" DELETE: "(LB.) MINIMUM" AND SUBSTITUTE: "(GNS) MINIMUM."

PAGE 12, PARA 3.3.2.17, AFTER "NSN" ADD "AND THE UNIVERSAL PRODUCT CODE (UPC) SUPPLIED BY THE GOVERNMENT, FOR ALL NSNs."

MIL-STD-129 CURRENT REVISION UNLESS OTHERWISE SPECIFIED
- DEPARTMENT OF DEFENSE STANDARD PRACTICE
- MILITARY MARKING FOR SHIPMENT AND STORAGE

INTERIM CHANGES:

OMISSION OF MARKINGS ON EXTERIOR SHIPPING CONTAINERS OF ITEMS
IN THE DLA TROOP SUPPORT CLOTHING AND TEXTILE (C&T) DIRECTORATE:

THE NOMENCLATURE AND MANUFACTURER'S NAME (WHEN THE NAME IDENTIFIES THE MATERIAL) SHALL BE OMITTED FROM ALL EXTERIOR SHIPPING CONTAINERS OF DLA TROOP SUPPORT C&T ITEMS, REGARDLESS OF MODE OF SHIPMENT.

IF THE MANUFACTURER'S NAME DOES NOT IDENTIFY THE MATERIAL AS BEING CLOTHING, IT MAY REMAIN. NSNs SHALL BE SHOWN ON ALL SHIPPING CONTAINERS OF C&T ITEMS; THE PACKING LIST SHALL BE PLACED INSIDE THE LAST CONTAINER TO BE LOADED FOR EACH SHIPMENT. THE WORDS "PACKING LIST HERE" SHALL BE STENCILED, NOT HAND LETTERED, ON THE CONTAINER.

ADDITIONAL INFORMATION FOR FED-STD-595C:
COPIES OF FED-STD-595 CAN BE OBTAINED FROM:
GENERAL SERVICES ADMINISTRATION - FEDERAL SUPPLY SERVICE BUREAU
SPECIFICATION SECTION, SUITE 8100
470 EAST L'ENFANT PLAZA, SW
WASHINGTON, DC 20407
PHONE (202) 619-8925.

NON-GOVERNMENT DOCUMENTS

INSPECTION OF SUPPLIES SHALL BE IN ACCORDANCE WITH FAR PART 52.246-2 STANDARD INSPECTION.

ADDITIONAL INFORMATION FOR MIL-STD-105E:

MIL-STD-105E, dated 10 May 1989, is hereby canceled.

Future acquisitions may refer to: MIL-STD-1916, "DoD Preferred Methods for Acceptance of Product," or ANSI/ASQ Z1.4, "Sampling Procedures and Tables for Inspection by Attributes."

Users are cautioned to evaluate these documents for their particular application before citing it as a replacement document.

(Copies of MIL-STD-1916 are available online at <http://assist.daps.dla.mil> or from the Standardization Document Order Desk, 700 Robbins Avenue, Building 4D, Philadelphia, PA 19111-5094.)

(Copies of ANSI/ASQ Z1.4 are available online at www.asq.org or ASQ Distribution Center, 5131 S. Third Street, Milwaukee, Wisconsin 53207-6028.)

NO INFORMATION FOLLOWS

ADDITIONAL INFORMATION FOR MIL-STD-130:

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NO ADDITIONAL INFORMATION FOLLOWS.

ADDITIONAL INFORMATION FOR MIL-STD-662:

.
NO ADDITIONAL INFORMATION FOLLOWS.

. MIL-STD-810F ENVIRONMENTAL TEST METHODS
. & ENGINEERING GUIDELINES
. DATED 1 JAN 2000

MIL-STD-731A QUALITY OF WOOD MEMBERS FOR CONTAINERS & PALLETS IS CANCELLED AND REPLACED BY:
ASTM-D-6199M STANDARD PRACTICE FOR QUALITY OF WOOD MEMBERS OF CONTAINERS AND
PALLETS

TOP 10-2-210B Ballistic Testing of Hard Body Armor Using Clay Backing dated 6 January 2016

COMMERCIAL CURRENT REVISION UNLESS OTHERWISE SPECIFIED

ASTM D-792 Specific Gravity and Density of Plastics by Displacement
ASTM D-2563 Standard Recommended practice for Classifying Visual Defects in Glass Reinforced Plastic Laminate Parts
ASTM D-2584 Ignition Loss of Cured reinforced resins
ASTM D-2863 Measuring the Minimum Oxygen Concentration to Support Candle Like Combustion of Plastics (Oxygen Index)
ASTM D-3951 Standard Practice for Commercial Packaging
ASTM E29 Standard Practice for Using Significant Digits in Test Data to Determine
Conformance with Specifications

ANSI/ASQ Z1.4-2008 Sampling Procedures and Tables for Inspection by Attributes

DRAWINGS:

Drawing No. 2-6-0588A2 Enhanced Small Arms Protective Insert, Extra-Small, dated 12-12-14
Drawing No. 2-6-0589A2 Enhanced Small Arms Protective Insert, Small dated 12-12-14
Drawing No. 2-6-0590A2 Enhanced Small Arms Protective Insert, Medium dated 12-12-14
Drawing No. 2-6-0589A2 Enhanced Small Arms Protective Insert, Large dated 12-12-14
Drawing No. 2-6-0590 Enhanced Small Arms Protective Insert, Extra-Large 12-12-14

PACKAGING:

Quantity Unit Pack One Each

Each ESAPI shall be placed in a plastic bag and then inserted into a foam insert.

Four armor of one size only shall be placed in a snug fitting waterproof intermediate container. All void spaces around the hard armor shall be filled with cushioning or padding in manner to immobilize the contents from movement while in transit. Each box shall be sealed with waterproof tape.

Six intermediate containers shall be placed in a snug-fitting double walled, waterproofed exterior shipping container and sealed with waterproof tape. All void spaces around the intermediate containers shall be filled with cushioning or padding in manner to immobilize the contents from movement while in transit.

Each intermediate pack and exterior shipping container shall be provided with fragile labels in accordance with Mil-STD-129 and in addition, the top panel of each package and container shall be printed or stenciled in black ink with the following legend: #DO NOT DROP#

Cartons shall contain end items of one type and size only

MARKINGS SHALL BE IN ACCORDANCE WITH MIL-STD-129

In addition to the bar coding required by MIL-STD-129, the following additional bar codes shall be applied to the unit packs and shipping containers: Call (Delivery Order) number shall follow the contract number, surveillance number and manufacturing date. A replica of the bar code elements shall be permanently placed on the unit packs (plastic bags) and shipping containers. The sequence of order shall be as follows: (NSN) National Stock Number, Contract/call (Delivery Order) Numbers, surveillance number and manufacturing date. The bar codes shall be (3) three of (9) and readable by a scanner in accordance with ANSI/AIM-BCI. The required bar code label(s) may comprise of an individual element or a large label containing all of the individual elements. The bar code labels shall also be placed on a front side and left end of each box. The DD 250 shall contain on the last page, bar codes in the following order: Contract and Contract/Call (Delivery Order) Numbers, surveillance number and manufacturing date, an individual DD 250 Form is required for each surveillance number and manufacturing date combination.

Surveillance number is not applicable to this contract

DELETE CURRENT "BARCODE LABEL/TAG" REQUIREMENTS AND SUBSTITUTE THE FOLLOWING:

LABEL TAG: EACH ITEM SHALL BE INDIVIDUALLY BAR-CODED WITH A PAPER TAG FOR PERSONAL CLOTHING ITEMS. THE PAPER USED FOR THE TAGS SHALL BE STANDARD BLEACHED SULFATE HAVING A BASIS WEIGHT OF 100 POUNDS WITH A SMOOTH FINISH TO ACCEPT THERMAL TRANSFER AND DIRECT PRINTING. THE TAGS SHALL HAVE A HOLE AND SHALL BE ATTACHED TO EACH ITEM BY A FASTENER, CLEARLY LEGIBLE AND READABLE BY SCANNER. THE BAR CODING ELEMENT SHALL BE A 13 DIGIT NATIONAL STOCK NUMBER (NSN). THERE SHALL BE A 12 DIGIT UNIVERSAL PRODUCT CODE (UPC) ASSIGNED FOR ALL NSNS BY THE GOVERNMENT. THE INITIAL "UPC" MUST APPEAR BENEATH THE CODE. THE BAR CODES FOR NSN AND UPC SHALL BE A MEDIUM TO HIGH DENSITY AND SHALL BE LOCATED SO THAT THEY ARE COMPLETELY VISIBLE ON THE ITEM WHEN IT IS FOLDED AND PACKAGED AS SPECIFIED. THE LABEL'S LOCATION SHALL CAUSE NO DAMAGE TO THE ITEM.

NOTE: UNIVERSAL PRODUCT CODE INFORMATION THE GOVERNMENT ASSIGNED UNIVERSAL PRODUCT CODE (UPC) MUST BE PLACED ON ALL SHIPPING CARTONS ON WHICH THE NSN APPEARS.

THE FOLLOWING DEFECTS APPLY FOR BARCODE LABELS/TAGS:

BAR CODE OMITTED OR NOT READABLE BY SCANNER

HUMAN-READABLE INTERPRETATION (HRI) OMITTED OR ILLEGIBLE

NOT VISIBLE ON FOLDED, PACKAGED ITEM CAUSES DAMAGE TO THE ITEM

NOTE: IF THE END ITEM IS PLACED IN A PLASTIC BAG - USE TYPE VII (PRESSURE SENSITIVE LABEL) OF MIL-DTL-32075. IF THE END ITEM IS TIED IN A BUNDLE OR LEFT AS AN INDIVIDUAL ITEM, USE TYPE VIII (TAG, PAPER) OF MIL-DTL-32075.

Universal Product Code (UPC):

UPC CODE	MSM
718020078649	8470-01-520-7360
718020061757	8470-01-520-7370
718020560601	8470-01-520-7373
718020456898	8470-01-520-7385
718020158655	8470-01-520-7382

PALLETIZATION SHALL BE IN ACCORDANCE WITH MIL-STD-129

NOTE: Pallet Cones - A No Stack Cone shall be strapped to the center top of each pallet

SIGNIFICANT NOTE - "PALLETIZATION IS REQUIRED FOR THESE SUPPLIES".

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NOTE: THE FOLLOWING APPLIES TO ALL NON-MANUFACTURED WOOD PACKAGING MATERIALS:

"All Wood Packaging Material (WPM) acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, "Guidelines for Regulating Wood Packaging Materials in International Trade." DOD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo, or when wood is being acquired by DLA for future use as packaging material. WPM is defined as wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. Packaging materials exempt from the requirements are materials that have undergone a manufacturing process, such as corrugated fiberboard, ply wood, particleboard, veneer, and oriented strand board (OSD). All WPM shall comply with one of the following official quality control programs:

Heat Treatment (HT) or Kiln Dried Heat Treatment (KD HT) in accordance with American Lumber Standard Committee, Incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see <http://www.alsc.org/>; or

All WPM shall include certification/quality markings in accordance with the ALSC or NWPCA standards, as applicable. Markings shall be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible.

All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ASLC approved DUNNAGE stamp. Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government."

PALLET SHALL BE 4 WAY ENTRY, WINGED TYPE. PALLETIZED LOAD DIMENSIONS SHALL NOT EXCEED 43 INCHES IN LENGTH, 52 INCHES IN WIDTH, AND 54 INCHES IN HEIGHT (INCLUDING THE PALLET).

THE PALLETIZED LOAD SHALL BE BONDED USING APPROVED COMMERCIAL BONDING MATERIALS. THE USE OF METAL BANDING, IN SECURING BOXES TO PALLETS, IS DISCOURAGED. PALLET LOADS SHALL CONTAIN THE SAME NUMBER OF CARTONS, OF IDENTICAL QUANTITIES, OF ONE NSN, TO THE MAXIMUM EXTENT POSSIBLE.

PALLET LOADS CONTAINING MORE THAN ONE NSN SHALL BE CLEARLY MARKED TO LIST ALL THE NSN'S CONTAINED IN THE LOAD. NO CARTON SHALL HAVE MORE THAN ONE NSN. AT THE END OF A SIZE RUN, NO MORE THAN ONE CARTON PER NSN MAY BE SHORT OR OVER THE SPECIFIED QUANTITY. SAID CARTON SHALL BE CLEARLY MARKED "SHORT" OR "OVER".

MIL-STD-147 IS REFERENCED FOR PALLETIZED LOADS.

IN ADDITION TO REQUIREMENTS SPECIFIED ABOVE THE FOLLOWING CLAUSE ALSO APPLIES:

52.247-9012 - REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIALS (WPM) - (JULY 2006)

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52.210-D004 - LOGMARS BAR CODE MARKINGS.

252.211-7006 - RADIO FREQUENCY IDENTIFICATION (RFID) Required

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Section F: Deliveries

ITEM	Destinations	TOTAL	270 DAYS	300 Days	330 Days	360 Days	390 Days	420 Days	450 Days	480 Days
ESAPI	SD0131/ UY0157/ UY0159	14,400	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200

510 DAYS	540 Days	570 Days	600 Days
1,200	1,200	1,200	1,200

1,200 EA to be delivered on or before 270 days after award
 1,200 EA additional to be delivered on or before 300 days after award
 1,200 EA additional to be delivered on or before 330 days after award
 1,200 EA additional to be delivered on or before 360 days after award
 1,200 EA additional to be delivered on or before 390 days after award
 1,200 EA additional to be delivered on or before 420 days after award
 1,200 EA additional to be delivered on or before 450 days after award
 1,200 EA additional to be delivered on or before 480 days after award
 1,200 EA additional to be delivered on or before 510 days after award
 1,200 EA additional to be delivered on or before 540 days after award
 1,200 EA additional to be delivered on or before 570 days after award
 1,200 EA additional to be delivered on or before 600 days after award

Delivery Destination:

SD0131 – Travis Association for the Blind
 2301 E. St. Elmo Road Building 2, Suite 220
 Austin, TX 78744

UY0157 - OCIE North 3PL – Peckham
 5408 W. Grand River Ave. Bldg B
 Lansing, MI 48906

UY0159 - OCIE South East – Lion Vallen
 Pendergrass Distribution Center
 596 Bonnie Valentine Way, Door 28
 Pendergrass, GA 30567

SPECIAL NOTES:

1. Production Lead Time is on or before 270 days after date of award at the preferred above production schedule.
2. Clause 52.216-19 Ordering Limitations: Supplemental Information - The government shall place the initial order at a minimum for the guaranteed minimum quantity of 14,800 with required incremental monthly deliveries of 1,200 for a 12-month period. The Government reserves the right to order more than the minimum quantity up to the AOLQ in any given ordering period but shall not require monthly deliveries in excess of 4,000 each either from a single delivery order or a combination of delivery orders.
3. A minimum lot size shall be 1,200. All lots shall consist of one size. The Government shall not order any size less than the minimum lot size.
4. Offerors are advised that the Government reserves the right to make an award based on initial offers without conducting negotiations.
5. Acceleration of deliveries is permitted at no additional cost to the Government.
6. In accordance with 52.219-09 Small Business Subcontracting Plan, Alternate II, your subcontracting plan is required at initial closing of the solicitation.
7. Prospective offerors must fill out clause 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995)
 - (a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.
 - (b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
	National	Commercial	Source of Supply			Actual
Line	Stock	Item	Company	Address	Part No.	Mfg?
<u>Items</u>	<u>Number</u>	<u>(Y or N)</u>				
(1)	(2)	(3)	(4)	(4)	(5)	(6)
(1) List each deliverable item of supply and item of technical data.						
(2) If there is no national stock number, list "none."						
(3) Use "Y" if the item is a commercial item; otherwise use "N." If "Y" is listed, the Offeror need not complete the remaining columns in the table.						
(4) For items of supply, list all sources. For technical data, list the source.						
(5) For items of supply, list each source's part number for the item.						
(6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.						

SECTION D - PACKAGING AND MARKING**252.211-7006 RADIO FREQUENCY IDENTIFICATION (SEP 2011) DFARS**

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE1C1-16-R-0083	PAGE 18 OF 49 PAGES
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(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that—

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

(A) Subclass of Class I— Packaged operational rations.

(B) Class II — Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP — Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV — Construction and barrier materials.

(E) Class VI — Personal demand items (non-military sales items).

(F) Subclass of Class VIII — Medical materials (excluding pharmaceuticals, biologicals, and reagents — suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX — Repair parts and components including kits, assemblies and subassemblies, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at <http://www.acq.osd.mil/log/rfid/> or to—

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to—

(B) The following location(s) deemed necessary by the requiring activity:

Contract Line, Subline, or Exhibit Line Item Number	Location Name	City	State	DoDAAC

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall—

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC™ Tag Data Standards in effect at the time of contract award. The EPC™ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1).

(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS [252.232-7003](#), Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY-STANDARD (MIL-STD) 129P (APR 2014) DLAD

52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY STANDARD (MIL-STD) 129P (NOV 2011), ALT I (AUG 2005) DLAD

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52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD

SECTION E - INSPECTION AND ACCEPTANCE

52.246-2 INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996) FAR

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014) FAR

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

	Title	Number	Date	Tailoring
<input type="checkbox"/>	ISO	9001-2008		
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				

[Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.]
(End of clause)

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS

52.246-9004 PRODUCT VERIFICATION TESTING (MAR 2014) DLAD

SECTION F - DELIVERIES OR PERFORMANCE

52.211-16 VARIATION IN QUANTITY (APR 1984) FAR

(b) The permissible variation shall be limited to:
2 Percent increase
2 Percent decrease
This increase or decrease shall apply to ALL CLINS/SUBCLINS.

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR

52.242-15 STOP-WORK ORDER (AUG 1989) FAR

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR

52.247-34 F.O.B. DESTINATION (NOV 1991) FAR

SECTION H - SPECIAL CONTRACT REQUIREMENTS

52.204-9001 ELECTRONIC ORDER TRANSMISSION (NOV 2011) DLAD

Supplies procured through the Defense Logistics Agency (DLA) may be ordered via electronic ordering. Offerors must check one of the following alternatives for paperless order transmission:

☐ **Electronic Data Interchange (EDI) transmissions** in accordance with ANSI X12 Standards through DLA Transaction Services approved value added network (VAN).

☐ **Electronic Mail (email) award notifications** containing Web links to electronic copies of the Department of Defense (DD) Form 1155, Order for Supplies or Services.

52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (NOV 2011) DLAD

(a) The Contractor shall remove or obliterate from a rejected end item and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States Government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels. The Contractor, in making disposition

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in commercial channels of rejected supplies, is responsible for compliance with requirements of the Federal Trade Commission Act (15 United States Code (U.S.C.) 45 et seq.) and the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301 et seq.), as well as other Federal or State laws and regulations promulgated pursuant thereto.

(b) Unless otherwise authorized by the Contracting Officer, the Contractor is responsible for removal or obliteration of government identifications within 72 hours of rejection of nonconforming supplies including supplies manufactured for the Government but not offered or supplies transferred from the Government's account to the cold storage Contractor's account at origin or destination. (For product rejected at destination and returned to the Contractor's plant, the 72 hour period starts with the time of Contractor receipt of returned product). After removal or obliteration is accomplished and prior to disposition, the Contractor must notify the Government inspector.

(End of Clause)

SECTION I - CONTRACT CLAUSES

52.202-01 DEFINITIONS (NOV 2013) FAR

52.203-03 GRATUITIES (APR 1984) FAR

52.203-05 COVENANT AGAINST CONTINGENT FEES (MAY 2014) FAR

52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) FAR

52.203-07 ANTI-KICKBACK PROCEDURES (MAY 2014) FAR

52.203-08 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) FAR

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010) FAR

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008) DFARS

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012) DFARS

252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (OCT 2015) DFARS

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

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(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

- 52.204-02 SECURITY REQUIREMENTS (AUG 1996) FAR**
- 52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR**
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013) FAR**
- 252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013) DFARS**
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS**
- 252.204-7004 ALTERNATE A, SYSTEM FOR AWRD MANAGEMENT (FEB 2014) DFARS**
- 252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001) DFARS**
- 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2015) DFARS**

(a) *Definitions.* As used in this clause—

- “Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.
- “Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.
- “Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.
- “Contractor information system” means an information system belonging to, or operated by or for, the Contractor.
- “Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.
- “Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.
- “Covered defense information” means unclassified information that—
 - (i) Is—
 - (A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or
 - (B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and
 - (ii) Falls in any of the following categories:
 - (A) *Controlled technical information.*
 - (B) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).
 - (C) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and

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sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information). "Cyber incident" means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

"Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

"Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

"Operationally critical support" means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

"Rapid(ly) report(ing)" means within 72 hours of discovery of any cyber incident.
 "Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security.* The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer with the exception of the derived security requirement 3.5.3 "Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts", which will be required not later than 9 months after award of the contract, if the Contractor notified the contracting officer in accordance with paragraph (c) of the provision 252.204-7008, Compliance with Safeguarding Covered Defense Information Controls (DEVIATION 2016-O0001)(OCT 2015); or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection approved in writing by an authorized representative of the DoD Chief Information Officer (CIO) prior to contract award; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) *Cyber incident reporting requirement.*

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(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as

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required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts*. The Contractor shall—

(1) Include the substance of this clause, including this paragraph (m), in all subcontracts, including subcontracts for commercial items; and

(2) Require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) DFARS

52.209-04 FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (SEP 1989) FAR

(a) The Contractor shall deliver See Section B Requirements unit(s) of Lot/Item ESAPI within 120 days after award calendar days from the date of this contract to the Government at Aberdeen Test Center (ATC)

for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 90 days calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

52.209-04 FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (SEP 1989), ALT I (JAN 1997) FAR

52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (AUG 2013) FAR

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2014) DFARS

52.209-9018 FIRST ARTICLE - GOVERNMENT TEST - ADDITIONAL REQUIREMENTS (AUG 2014) DLAD

(a) For the lots/items identified in this contract as requiring Government first article test (FAT) in accordance with the clause at Federal Acquisition Regulation (FAR) 52.209-4, the Contractor shall—

(1) Conform with technical requirements stated and/or referenced in the solicitation; including number of units to be produced, data required, performance or other characteristics that the first articles shall meet, sequence of processes, tests to which the first articles shall be subjected, and conformance criteria for each requirement specified.

(2) Provide all facilities, equipment and personnel required to perform the examination and evaluation of the first article units when first article testing will be conducted at the Contractor's plant. The Government reserves the right to charge the Contractor for any additional costs of examination and evaluation caused by failure of the Contractor to make available the first article units or the required facilities, equipment or personnel, at the times specified in the above mentioned notice to the Contracting Officer.

(3)(i) At least fourteen (14) calendar days, or as otherwise specified in the contract, prior to the date when the Contractor will present the first articles to the quality assurance representative (QAR) for inspection to determine compliance with specification requirements, provide written notice to:

(A) The Contracting Officer;

(B) The QAR; and

(C) The following:

(1) For awards issued by DLA Land and Maritime:

DLA Land and Maritime

FAT Monitor, BPI

Post office (P. O.) box 3990

Columbus, Ohio 43218-3990;

(2) For awards issued by DLA Troop Support:

(i) DLA Troop Support

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<p>Attention: First Article Testing Monitor Building 3 700 Robbins Avenue Philadelphia, Pennsylvania 19111; or</p> <p>(ii) For acquisitions of Clothing and Textile (C&T) items; Medical and Subsistence items; and Meal, Ready-To-Eat (MRE) and Tray Pack Items, the Contracting Officer, who acts as FAT/Testing Monitor;</p> <p>(3) For awards issued by DLA Aviation: DLA Aviation Test Coordinator Office 8000 Jefferson Davis Highway Richmond, Virginia 23297-5516</p> <p>(4) For awards issued by Naval Surface Warfare Center, Carderock Division: Commanding Officer Naval Surface Warfare Center Code 954, Building 77L Philadelphia Business Center, Carderock Division Philadelphia, Pennsylvania 19112-5083 Telephone: (215) 897-1146</p> <p>(5) For awards issued by Naval Sea Systems Command, Washington Navy Yard: Commander Naval Sea Systems Command Sea 05M3, 1333 ISAAC Hull Avenue, SE Stop 5160 Washington Navy Yard, District of Columbia (DC) 20376-5160 Telephone: (202) 781-3729</p> <p>(ii) When first article units are presented to the QAR, provide the Contractor's certification that the same processes and facilities used to manufacture the first article units shall be used to manufacture the production units.</p> <p>(iii) Prior to shipping the first article units to the Government testing facility specified in paragraph (a) of the clause FAR 52.209-4 (or resubmitting any first article units after conditional approval or disapproval by the Government testing facility), obtain a statement from the QAR that the first article units have been inspected and determined to comply with the specification requirements.</p> <p>(4) Prepare shipping containers for first article units in accordance with the following:</p> <p>(i) Exterior marking and shipping documentation.</p> <p>(A) Mark packages containing first article units in bold letters, below and to the left of the address, as follows: "First Article Exhibits: Contract Number [Contractor insert] and Lot/Item Number [Contractor insert];" and</p> <p>(B) Use a hard copy of the Department of Defense (DD) Form 250 as a packing list on the exterior of the shipping container, in accordance with military standard (MIL-STD) 129, paragraph 5.3, Exterior Container Documentation.</p> <p>(ii) Interior documentation requirements. Include the following with all shipments of first article units:</p> <p>(A) Hard copies of the Statement of Inspection and DD Form 250, signed by the QAR;</p> <p>(B) Copy of the contract, or those portions of the contract that pertain to the Government First Article Test (FAT) requirements;</p> <p>(C) Copies of test reports, showing actual results;</p> <p>(D) Material certifications;</p> <p>(E) Process operations sheets;</p> <p>(F) Copies of drawings used to manufacture the first article units. (Contractor may mark documents, as appropriate, to restrict from public disclosure and/or from Government use other than for evaluation);</p> <p>(G) Contractor's certification that the same processes and facilities used to manufacture the first article units shall be used to manufacture the production units;</p> <p>(H) Documents required under a contract deliverables requirements list, if applicable; and</p> <p>(I) Any other documentation required by the contract;</p> <p>(5)(i) Send all first article units by traceable means (e.g., certified or registered mail, United Parcel Service, Federal Express, etc.).</p> <p>(ii) At the time first article units are shipped, provide copies of the signed DD Form 250, the QAR Statement of Inspection, and transportation tracking information to the—</p> <p>(A) Contracting Officer; and</p> <p>(B) Points of contact identified at paragraph (a)(3)(i)(C) of this clause.</p> <p>(6) Submit first articles to the Government testing facility identified in paragraph (a) of the clause at FAR 52.209-4, within the number of calendar days from date of contract as specified in paragraph (a) of the clause at FAR 52.209-4; and</p> <p>(7) Pay all costs incurred for transportation of first article units under this contract; and, if applicable -</p> <p>(i) Costs of manufacturing and re-testing additional first articles; and</p> <p>(ii) Administrative costs for re-procurement by the Government.</p> <p>(b) The Contractor shall enter an offered price in the contract line-item (CLIN) for "Government First Article Test (FAT)" that includes all costs associated with the production and testing of the first articles. Offers that do not cite a separate price for the "Government First Article Test (FAT)" CLIN, or do not specify there is a separate charge for the "Government First Article Test (FAT)", shall be evaluated under the presumption that there is no separate charge for producing and testing the first article units.</p>		
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(c) Upon completion of the first article testing, the Government test facility will submit its report of testing in duplicate to the Contracting Officer and to the points of contact identified at paragraph (a)(3)(i)(C) of this clause.

(d) If first article units are conditionally approved or disapproved, the Government shall take action in accordance with the clause at FAR 52.209-4.

(1) Final disposition of conditionally approved or disapproved first article units is determined at the discretion of the Government.

(2)(A) Disapproved first article units may be returned to the Contractor at the Government's discretion, if the Contractor submitted the following information to the Contracting Officer and to the points of contact identified at paragraph (a)(3)(i)(C) of this clause within fifteen (15) calendar days after receiving notification of disapproval of the first article unit:

(1) Contractor's complete "Ship To" address; DEFENSE LOGISTICS ACQUISITION DIRECTIVE

(2) Name of Contractor's point of contact (POC)/addressee;

(3) Phone number of Contractor's POC; and

(4) Transportation cost codes (e.g., Contractor's FED-EX, DHL, UPS shipping account numbers, etc.).

(B) In the event the Contractor fails to provide the information required above, the Agency may, at its discretion, dispose of the material.

(End of Clause)

52.209-9018 FIRST ARTICLE – GOVERNMENT TEST – ADDITIONAL REQUIREMENTS (NOV 2011), ALT I (SEP 2008) DLAD

(a)(2) Provide written notice to the Contracting Officer and the cognizant quality assurance representative (QAR) at least fourteen (14) calendar days, or as otherwise specified in the contract, prior to manufacture of the first articles, to accommodate an in-process verification of the first article manufacture by the QAR. Provide all facilities, equipment and personnel required to perform the examination and evaluation of the first article units when first article testing will be conducted at the Contractor's plant. The Government reserves the right to charge the Contractor for any additional costs of examination and evaluation caused by failure of the Contractor to make available the first article units or the required facilities, equipment or personnel, at the times specified in the above mentioned notice to the Contracting Officer.

52.210-01 MARKET RESEARCH (APR 2011) FAR

52.211-05 MATERIAL REQUIREMENTS (AUG 2000) FAR

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) DFARS

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:
(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

52.211-9005 CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR CRITICAL SAFETY ITEMS (APR 2014) DLAD

52.211-9006 CHANGES IN CONTRACTOR STATUS, ITEM ACQUIRED, AND/OR MANUFACTURING PROCESS/FACILITY -- CRITICAL SAFETY ITEMS (APR 2014) DLAD

52.211-9007 WITHHOLDING OF MATERIEL REVIEW BOARD (MRB) AUTHORITY - CRITICAL SAFETY ITEMS (NOV 2011) DLAD

52.215-02 AUDIT AND RECORDS - NEGOTIATION (OCT 2010) FAR

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52.215-08 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR

52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010) FAR

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010) FAR

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than See Section F for Order Limitations, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of ;

(2) Any order for a combination of items in excess of AOLQ specified in section B ; or

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period ; provided, that the Contractor shall not be required to make any deliveries under this contract after

(End of clause)

252.216-7006 ORDERING (MAY 2011) DFARS

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from date of award/option invocation through one year thereafter *[insert dates]*.

52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) FAR

(a) The Government may extend the term of this contract by written notice to the Contractor within 3 days before expiration *[insert the period of time within which the Contracting Officer may exercise the option]*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days prior to expiration days *[60 days unless a different number of days is inserted]* before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 48 months after award (months) (years).

(End of clause)

52.219-04 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014) FAR

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(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.
☐ Offeror elects to waive the evaluation preference.

- 52.219-09 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014) FAR
- 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999) FAR
- 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (OCT 2014) DFARS
- 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014) FAR
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) FAR
- 52.222-26 EQUAL OPPORTUNITY (APR 2015) FAR
- 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) FAR
- 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) FAR
- 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUL 2014) FAR
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) FAR
- 52.222-50 COMBATTING TRAFFICKING IN PERSONS (MAR 2015) FAR
- 52.223-06 DRUG-FREE WORKPLACE (MAY 2001) FAR
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) FAR
- 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988) DFARS
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008) FAR
- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013) DFARS

(a) *Definitions.* As used in this clause—
 “Component” means any item supplied to the Government as part of an end product or of another component.
 “End product” means supplies delivered under a line item of this contract.
 “Qualifying country” means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

- Australia
- Austria
- Belgium
- Canada
- Czech Republic
- Denmark
- Egypt

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Finland

France

Germany

Greece

Israel

Italy

Luxembourg

Netherlands

Norway

Poland

Portugal

Spain

Sweden

Switzerland

Turkey

United Kingdom of Great Britain and Northern Ireland.

“Structural component of a tent”—

(i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);

(ii) Does not include equipment such as heating, cooling, or lighting.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3)

(i) Tents and structural components of tents;

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply—

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- (1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
- (2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool—
- (i) Is not more than 10 percent of the total price of the end product; and
 - (ii) Does not exceed the simplified acquisition threshold in FAR Part 2;
- (3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;
- (4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;
- (5) To chemical warfare protective clothing produced in a qualifying country; or
- (6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if—
- (i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include ☐
 - (A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
 - (B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
 - (C) Upholstered seats (whether for household, office, or other use); and
 - (D) Parachutes (Federal Supply Class 1670); or
 - (ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.

(d)

- (1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract—
- (i) Shall be taken from the sea by U.S.-flag vessels; or
 - (ii) If not taken from the sea, shall be obtained from fishing within the United States; and
- (2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) DFARS

52.227-01 AUTHORIZATION AND CONSENT (DEC 2007) FAR

52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) FAR

52.227-03 PATENT INDEMNITY (APR 1984) FAR

52.229-03 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) FAR

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991) DFARS

52.232-01 PAYMENTS (APR 1984) FAR

52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

52.232-11 EXTRAS (APR 1984) FAR

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- 52.232-17 INTEREST (MAY 2014) FAR
- 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR
- 52.232-25 PROMPT PAYMENT (JUL 2013) FAR
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013) FAR
- 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) DFARS
- 252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS
- 52.233-01 DISPUTES (MAY 2014) FAR
- 52.233-03 PROTEST AFTER AWARD (AUG 1996) FAR
- 52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR
- 52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011) DLAD

(c) The offeror should check here to opt out of this clause:
☐ . Alternate wording may be negotiated with the contracting officer.

- 52.242-13 BANKRUPTCY (JUL 1995) FAR
- 52.243-01 CHANGES - FIXED PRICE (AUG 1987) FAR
- 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS
- 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2012) DFARS

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:
I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

 (Official's Name)

 (Title)

- 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2015) FAR
- 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003) FAR

(b) Contractor's obligations.
 (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 12 months after government acceptance [Contracting Officer shall state specific period of time after delivery, or the specified event whose occurrence will terminate the warranty period; e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time]—

(c) Remedies available to the Government.
 (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 60 days after discovery of the defect [Contracting Officer shall insert specific period of time; e.g., "45 days of the last delivery under this contract," or "45 days after discovery of the defect"].

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- 52.246-23 LIMITATION OF LIABILITY (FEB 1997) FAR
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014) DFARS
- 52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) FAR
- 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR
- 52.249-9000 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (MAY 1988) DLAD

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$1,350 [insert administrative cost figure] as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

(End of clause)

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.dla.mil/Acquisition> and <http://farsite.hill.af.mil/>.

(End of Clause)

52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR

252.222-7007 REPRESENTATION REGARDING COMBATING TRAFFICKING IN PERSONS (JAN 2015) DFARS

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

- (a) *Definition.* "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:
 - (1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.
 - (2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.
 - (b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.
 - (c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.
 - (d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—
 - (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, *et seq.*);
 - (2) The Arms Export Control Act (22 U.S.C. 2751, *et seq.*);
 - (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, *et seq.*);
 - (4) The Export Administration Regulations (15 CFR Parts 730-774);
 - (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
 - (6) Executive Order 13222, as extended.
 - (e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.
- (End of clause)

SECTION J - LIST OF ATTACHMENTS

List of Attachments

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Description	File Name
ATTACH.Section J - Exhibits	SECTION J Attachments for RFP.pdf

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007) FAR

52.204-03 TAXPAYER IDENTIFICATION (OCT 1998) FAR

(d) Taxpayer Identification Number (TIN).

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(f) Common parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name _____

TIN _____

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015) DFARS

(2) The following representations or certifications in ORCA are applicable to this solicitation as indicated by the Contracting Officer:
[Contracting Officer check as appropriate.]

- ☐ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- ☐ (ii) 252.225-7000, Buy American—Balance of Payments Program Certificate.
- ☐ (iii) 252.225-7020, Trade Agreements Certificate.
- ☐ Use with Alternate I.
- ☐ (iv) 252.225-7022, Trade Agreements Certificate—Inclusion of Iraqi End Products.
- ☐ (v) 252.225-7031, Secondary Arab Boycott of Israel.
- ☐ (vi) 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate.
- ☐ Use with Alternate I.
- ☐ Use with Alternate II.
- ☐ Use with Alternate III.
- ☐ Use with Alternate IV.
- ☐ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://www.acquisition.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation

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as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change

52.207-04 ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987) FAR

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM _____

QUANTITY _____

PRICE QUOTATION _____

TOTAL _____

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.209-02 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION (DEC 2014) FAR

(a) Definition. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

(c) Representation. By submission of its offer, the offeror represents that—

- (1) It is not an inverted domestic corporation; and
- (2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-05 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010) FAR

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

- (A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or

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commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "havea", the offeror shall also see 52.209-7, if included in this solicitation);;

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have (), have not (), within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-07 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) FAR

(a) Definitions. As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

252.209-7991 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2016 APPROPRIATIONS (OCT 2015) DFARS

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in sections 744 and 745 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW – FISCAL YEAR 2014 APPROPRIATIONS (FEB 2014) DFARS

252.209-7998 REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-O0007) (MAR 2012)

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

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(b) The Offeror represents that it is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.
(End of provision)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
(End of provision)

52.215-06 PLACE OF PERFORMANCE (OCT 1997) FAR

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City, State, County, ZIP Code)

Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

(End of Provision)

52.215-9002 SOCIOECONOMIC PROPOSAL (FEB 2012) DLAD

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001) FAR

(a) Definition.
"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either par agraph (c)(1) or paragraph (c)(2) of this provision.

[] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

[] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) FAR

The offeror represents that—

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports ; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(En d of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) FAR

The offeror represents that—

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010) FAR

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (JUN 2014) FAR

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described i n sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facilityis exempt for at least one of the following reasons: **[Check each block that is applicable.]**

[] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

[] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

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(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas..

(End of provision)

52.225-18 PLACE OF MANUFACTURE (MAR 2015) FAR

(a) Definitions. As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

(End of provision)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN - REPRESENTATION AND CERTIFICATION (DEC 2012) FAR

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011) DFARS

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE, EMERGENCY PREPAREDNESS, AND ENERGY USE PROGRAM (APR 2008) FAR

Any contract awarded as a result of this solicitation will be () DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

52.211-9009 NON-ACCEPTABILITY OF GOVERNMENT SURPLUS MATERIAL (NOV 2011) DLAD

52.215-01 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004) FAR

52.216-01 TYPE OF CONTRACT (APR 1984) FAR

The Government contemplates award of a Firm Fixed Price Contract resulting from this solicitation.

(End of provision)

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995) FAR

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999) FAR

52.233-9000 AGENCY PROTESTS (NOV 2011) DLAD

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)- FAR

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This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.dla.mil/Acquisition> and <http://farsite.hil.af.mil/>.

(End of Provision)

52.233-02 SERVICE OF PROTEST (SEP 2006) FAR

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from . [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Clause)

SECTION M - EVALUATION FACTORS FOR AWARD

SECTION L

Proposals will be evaluated for all non-cost/price evaluation factors/technical proposal and cost or price reasonableness following the evaluation procedures set forth in Section M, Evaluation Factors for Award and Additional Source Selection Evaluation Procedures in this solicitation. Attachments have been formatted to assist you in preparing a complete technical proposal. In order to provide full consideration of your qualification for contract award, you are encouraged to ensure that the information furnished in support of your technical proposal is factual, accurate and complete.

The DOD is committed to applying "Best Value" contracting as a means to rely on industry for timely delivery of quality products, while reducing the Government's administrative costs associated with contractor oversight. To this end, we are evaluating factors in addition to price under this solicitation. Since effective production and quality control practices translate into better quality products, fewer delinquencies, reduced administrative costs and lower overall cost to the Government, we will be using your Technical Proposal to assess the efficiency of your production methods and the effectiveness of your quality control procedures. Moreover, those offerors who consistently demonstrate an ability to deliver on time while consistently improving the quality of the products they produce will receive more favorable consideration than those who do not.

The Government reserves the right to verify the information provided for evaluation purposes. Offerors are required to submit a technical proposal consisting of two technical factors and past performance: **1) Passing Ballistic Test Results, 2) Socioeconomic Program Support; and 3) Past Performance – Performance Confidence Assessment** as part of their offer, and proposals must be received before the time set forth for solicitation closing. The technical proposal will be evaluated to determine compliance with all characteristics listed for evaluation in Section M. Failure to furnish this information by the time specified in the solicitation may be cause for rejection of offers if not otherwise acceptable under the provisions for considering late offers.

Cost and Pricing Data: A full cost and pricing proposal is not required; however, the offeror may be required to submit information other than cost and pricing data during discussions if deemed necessary. Therefore, offerors are cautioned to retain cost proposal worksheets, vendor quotations and related support information.

Technical Proposal Evaluation factors

(To be addressed in Volume 1 of the offeror's proposal *Instructions for Preparing Proposals*)

TECHNICAL FACTOR - PASSING BALLISTIC AND NON-BALLISTIC TEST RESULTS (Pass/Fail Evaluation)

Offerors shall provide current passing ballistic and non-ballistic test results in accordance with First Article Test (FAT) criteria. The results shall demonstrate the offerors' ability to meet the complete ballistic and non-ballistic requirements for FAT found under specification CO/PD 04-19H. The ballistic and non-ballistic tests must have been performed by either a National Institute of Justice (NIJ) Certified Laboratory or Department of Defense Laboratory (ex. Aberdeen Test Center).

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TECHNICAL FACTOR SOCIOECONOMIC PROGRAM SUPPORT (Evaluation Factor)

(X) 52.215 9002 SOCIOECONOMIC PROPOSAL (February 2012) – DLAD

In addition to any subcontracting plan required by the clause 52.219 9: SOCIOECONOMIC PROPOSAL (FEB 2012)

Whether or not required to submit a subcontracting plan by the clause 52.219-9, all offerors shall:

- (a) Provide a description of the efforts your company will make to assure that small, small disadvantaged, women-owned, historically underutilized business zone(s) (HUBZone), veteran-owned, service-disabled veteran-owned small business (SDVOSB), and economically disadvantaged women-owned small business concerns, and historically black colleges/universities or minority institutions (HBCUs/MIs) will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and planned proposed range of services, supplies, and any other support that will be provided to you by each of these categories. Include specific names of subcontractors to the extent they are known.
 - (b) Describe any future plans your company has for developing additional subcontracting opportunities for each of these categories during the contract period.
 - (c) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to each of these categories.
 - (d) Specify what type of performance data you will accumulate and provide to the Contracting Officer regarding your support of each of these categories during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such firms.
- (End of Provision)

In accordance with DLAD provision 52.215-9002, Socioeconomic Proposal (above), both large and small business offerors shall indicate what portions of their proposal will be subcontracted to small, small disadvantaged (SDBs), women-owned (WOSBs), historically underutilized business zone(s) (HUBZones), veteran-owned (VOSBs), service-disabled veteran-owned small business (SDVOSBs), and economically disadvantaged women-owned small business concerns (EDWOSBs), and historically black colleges/universities or minority institutions (HBCUs/MIs) concerns. An offeror's failure to address this factor may result in rejection of its offer.

The offeror shall describe the proposed extent of socioeconomic participation in the performance of the contract at the contractor/subcontractor/product supplier levels. A sample format follows:

Total to be Subcontracted(1)	Percent
a. To Large Business (LB) Concerns(2)	50%
b. To SBs(3)	50%
(i) To WOSBs(4)	15%
(ii) To SDBs (5)	10%
(ii) To HUBZones(6)	10%
(iii) To VOSBs(7)	5%
(iv) To SDVOSBs (8)	5%
(v) To EDWOSBs (9)	2.5%
(vi) To HBCUs/MIs (10)	2.5%

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- (1) Cite the total portion of your offer that will be subcontracted.
- (2) Cite the portion to be subcontracted to LBs.
- (3) Cite the portion to be subcontracted to SBs.
- (4) Cite the portion to be subcontracted to SDBs.
- (5) Cite the portion to be subcontracted to WOSBs.
- (6) Cite the portion to be subcontracted to HUBZones.
- (7) Cite the portion to be subcontracted to VOSBs.
- (8) Cite the portion to be subcontracted to SDVOSBs.
- (9) Cite the portion to be subcontracted to EDWOSBs.
- (10) Cite the portion to be subcontracted to HBCUs/MIs.

(Note: As the example indicates, this category will overlap either one or both of the preceding small business concern categories, that is, SDBs and/or non-SDBs.)

For those acquisitions involving options, socioeconomic goals must be separately identified for the base year and each option year.

If the offeror, itself, is a SB, SDB, WOSB, HUBZone, VOSB, SDVOSB, EDWOSBs, or HBCUs/MIs concern, the offeror may receive credit towards its socioeconomic program support for that portion of the work it will perform under the proposed contract the same as if this work was actually subcontracted to a SB concern. To receive this credit, the offeror must clearly identify its own performance in an addendum to the above sample format.

PAST PERFORMANCE-PERFORMANCE CONFIDENCE ASSESSMENT (Evaluation Factor)

There are three aspects to the past performance evaluation: recency, relevancy (including context of data) and quality (including general trends in contractor performance and source of information).

Recency Sub-factor: Recency is general expressed as a time period during which past performance references are considered relevant, and is critical to establishing the relevancy of past performance information. For this acquisition, prospective offers are invited to submit past performance information over the last two years preceding the solicitation's closing date, regardless of the contract type (commercial or government).

Relevance Sub-factor: Determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection. Common aspects of relevancy include, but are not limited to, the following: similarity of product/service/support, complexity, dollar value, contract type, use of key personnel (for services), and extent of subcontracting/teaming. Relevancy will be assigned an adjectival rating of "Very Relevant", "Relevant", "Somewhat Relevant", or "Not Relevant."

The offeror shall describe the extent of experience producing the same or similar item(s) for a commercial or Government entity within two years preceding the solicitation closing date. For each contract the offeror shall include:

Contract number or other identification.

Contract holder name and address or Government activity name and address.

Contract points of contact and telephone number.

Total contract length.

Starting and Ending Dates of Contract

Contract type ((e.g., Purchase Order, long term contract, TLS-type contract (i.e., defined as an indefinite delivery/indefinite quantity contract under which the contractor manages numerous delivery orders for a variety of products and provides advanced distribution capabilities), etc.)).

Number of customers and delivery points.

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Annual Dollar Value.
Sample listing of the items provided.
Average on time delivery percentage.
Committed contractual average line item fill rate percentage.
Actual average line item fill rate percentage.
Problems or discrepancies (i.e. shortages, overages, damage, defects, incorrect shipments, etc.) encountered during performance and a brief description of how these problems were handled as well as the urgency involved, timeliness of the response/action, and the corrective action taken

Quality of Products Sub-factor: Used to establish the offeror's overall quality of past performance by gathering information on how well an offeror performed those past contracts, to include quality of products, on-time deliveries, and compliance with socioeconomic support on those past contracts.

The offeror shall describe the quality of items delivered in two years preceding the solicitation closing date. For substandard quality, the offeror shall specifically address any warranty actions taken, quality deficiency reports issued, or returned merchandise (including one-for-one exchanges). The description of the problem shall also include an explanation for its occurrence, a clear plan or evidence of measures taken to preclude a recurrence and whether or not it was the offeror's fault or subject to mitigating circumstances.

For each contract the offeror shall include:

Contract number or other identification.
Contract holder name and address or Government activity name and address.
Contract points of contact and telephone number.
Total contract length.
Starting and Ending Dates of Contract
Contract type ((e.g., Purchase Order, long term contract, TLS-type contract (i.e., defined as an indefinite delivery/indefinite quantity contract under which the contractor manages numerous delivery orders for a variety of products and provides advanced distribution capabilities), etc.)).
Number of customers and delivery points.
Annual Dollar Value
Sample listing of the items provided.
Average on time delivery percentage
Committed contractual average line items fill rate percentage.
Actual average line items fill rate percentage
Problems or discrepancies (i.e. shortages, overages, damage, defects, incorrect shipments, etc.) encountered during performance and a brief description of how these problems were handled as well as the urgency involved, timeliness of the response/action, and the corrective action taken.
The offeror shall provide a description of its subcontracting / mentoring with Small Business (SB) Concerns, Small Disadvantaged Business (SDB) Concerns, Women-Owned Small Business (WOSB) Concerns, Historically Black Colleges and Universities (HBCU) and Minority Institutions (MI), HUBZone Small Business (HUBZone SB) Concerns, Veteran-Owned Small Business Concerns, Service-Disabled Veteran-Owned Small Business Concerns, and Javits-Wagner-O'Day Act (JWOD) entities.
The offeror may submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts; SF 295, Summary Subcontract Report; and/or a similar report with narrative comparing planned performance with actual performance by business category.

SECTION M

EVALUATION FACTORS FOR AWARD AND ADDITIONAL SOURCE SELECTION EVALUTION PROCEDURES

This solicitation is issued on an unrestricted basis plus 10% HubZone Evaluation Preference, with the following Source Selection Evaluation Procedures in accordance with the DoD Source Selection Procedures dated 31 March 2016.

Source Selection Method:

☒ Best Value Subjective Trade-Off Source Selection Process

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☐ Best Value, Value Adjusted Total Evaluated Price Tradeoff

☐ Best Value Lowest Price Technically Acceptable

Technical/Price Trade Off:

The Government will make award to the responsible offeror(s) whose offer conforms with the solicitation and is most advantageous to the Government, cost or price, and other evaluation factors considered. The Government will award a contract only to concerns whose technical proposals establish that they can meet the requirements of the Government. For this solicitation, all evaluation factors other than cost or price, when combined, are:

☐ All evaluation factors other than cost or price, when combined, are significantly less important than cost or price. As the evaluated cost/price becomes more equal, relative importance of all other evaluation factors becomes more significant.

☐ All evaluation factors other than cost or price, when combined, are approximately equal to cost or price.

☒ All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. As other evaluation factors become more equal, the evaluated cost or price becomes more important.

☐ Minimum requirements (Technical and/or Past Performance) acceptability (Lowest Price Technically Acceptable)

EVALUATION CRITERIA:

Technical Factor - Passing Ballistic and non-ballistic Test Results (PASS/FAIL BASIS)

Offerors shall provide passing ballistic and non-ballistic test results in accordance with First Article Test (FAT) criteria. The results shall demonstrate the offerors' ability to meet the complete ballistic and non-ballistic requirements for FAT found under specification CO/PD 04-19H dated 19 May 2016. The ballistic and non-ballistic tests must have been performed by either a National Institute of Justice (NIJ) Certified Laboratory or Department of Defense Laboratory (ex. Aberdeen Test Center). Any ballistic and non-ballistic test reports not meeting the criteria specified above will not be considered valid and will not be evaluated under this evaluation factor. Offerors will be evaluated and rated on a pass/fail basis. Any deviation from the FAT testing requirements or procedures as set forth in CO/PD 04-19H dated 19 May 2016 will result in an overall failure for this technical factor. Contractors that pass this evaluation factor will be further evaluated under the remaining evaluation factors. Contractors that do not pass this evaluation factor will not be evaluated further under any of the other evaluation factors.

II. Technical Factor - Socioeconomic Program Support (Acceptable/Unacceptable Basis)

Offeror's shall submit the required information under paragraphs (a), (b), (c), and (d) identified in DLAD provision 52.215-9002, Socioeconomic Proposal. An acceptable rating for this technical factor shall be given to an offeror that meets the required information of the provision. An unacceptable rating for this technical factor shall be given to an offeror that does not meet the required information of the provision. An offeror with an unacceptable rating for Socioeconomic Program Support may be determined ineligible for an award.

The government will evaluate the offeror's socioeconomic program plan addressing the four (4) information areas required under DLAD provision 52.215-9002, Socioeconomic Proposal as follows:

Provide a description of the efforts the company will make to assure that Small, SDB, WOSB, HUBZone, VOSB and SDVOSB will have equal opportunity to complete for subcontracts under any resultant contract. Describe the future plans for developing additional subcontracting opportunities.

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Specify what portion of the proposal, as a percentage of dollars, will be subcontracted to all socioeconomic categories, Small, SDB, WOSB, HUBZone, VOSB and SDVOSB.
Specify what type of performance data will be accumulated and supplied to the Contracting Officer regarding your support of each of these categories during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such firms.

Past Performance - Performance Confidence Assessment

- Recency
- Relevancy of Prior Contracts
 - (c) Quality of Products
 - 1) Past Quality of Items
 - 2) Past Delivery Performance
 - 3) Past Socioeconomic Support Performance

Notes: Under the Quality of Products sub-factor, the elements of Past Quality of Items and Past Delivery Performance are of equal importance but more important than the third element of Past Socioeconomic Support Performance.

Additional Source Selection Evaluation Procedures:

(A) Overview

Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a Passing Ballistic and Non-Ballistic Test Results, Socioeconomic Program Support and past performance evaluation as described in paragraph (b) below. The contracting officer will make a competitive range determination based on these evaluations and submit it to the Source Selection Authority (SSA) for approval. Unless award is made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Final proposal revisions resulting from discussions will undergo further Socioeconomic Program Support and past performance. Finally, a proposal will be selected for award by the SSA.

(B) Evaluation Process

Technical Factor – Passing Ballistic and Non-Ballistic Test Results

Offerors shall provide passing ballistic and non-ballistic test results in accordance with First Article Test (FAT) criteria. The results shall demonstrate the offerors ability to meet the complete ballistic and non-ballistic requirements for FAT found under specification CO/PD 04-19H dated 19 May 2016. The ballistic and non-ballistic test must have performed either by a National Institute of Justice (NIJ) Certified Laboratory or Department of Defense Laboratory (i.e. Aberdeen Test Center).

Any ballistic and non-ballistic test reports not meeting the criteria specified above will not be considered valid and will not be evaluated under this evaluation factor. Offerors will be evaluated and rated on a pass/fail basis. Any deviation from the FAT testing requirements or procedures as set forth in CO/PD 04-19H dated 19 May 2016 will result in an overall failure for this technical factor. Contractors that do pass this evaluation factor will be further evaluated under the remaining evaluation factors. Contractors that do not pass this evaluation factor will not be evaluated further under any of the other evaluation factors and the entire proposal will be rejected.

Technical Factor – Socioeconomic Program Support

Proposed goals will be evaluated on an acceptable / unacceptable basis to evaluate the proposed small business percentage objectives. To receive an acceptable rating for this factor, vendors must comply with submitting their socioeconomic support program information in accordance with DLAD provision 52.215-9002, Socioeconomic Proposal that demonstrates a good-faith effort to subcontract out opportunities to small business concerns.

(3) Past Performance – Performance Confidence Assessment

There are three aspects to the past performance evaluation; Recency, Relevancy and Quality of Products.

(a) Recency - Please note for the purposes of this factor, offerors' past performance during the two years prior to the closing date, as well as its recent performance up until the time of award, will be considered as recent. Any performance outside of or greater than two years prior to the closing date will be considered "not recent" and will not be further evaluated for relevancy or quality of products and services.

(b) Relevancy of Prior Contracts– The similar to the product/service/support, complexity, and dollar value will be assessed and the Relevancy sub-factor will be assigned and evaluation rating of "Very Relevant," "Relevant," "Somewhat Relevant," or "Not Relevant."

(c) Quality of Products

Element 1) – Past Quality of Items

Element 2) – Past Delivery Performance

Element 3) – Past Socioeconomic Support Performance

The above past performance sub-factors shall be combined to form a Performance Confidence Assessment Rating that will capture the recency and relevancy of the past performance as well as how well the prospective offeror performed on prior contracts. Past Performance – Performance Confidence Assessment will be rated based on the following adjectival ratings: "Substantial Confidence", "Satisfactory Confidence", "Neutral Confidence", "Limited Confidence", and "No Confidence." Although the SSEB may not rate an offeror that lacks recent, relevant past performance favorably or unfavorably with regard to past performance, the SSAC may recommend and the SSA may determine, that a "Substantial Confidence" or "Satisfactory Confidence" past performance rating is worth more than a "Neutral Confidence" past performance rating in a best value tradeoff as long as the determination is consistent with stated solicitation criteria.

(C) Price Evaluation - All offered prices will be evaluated against the requirements of the solicitation. The offered prices (and if requested with initial proposals or during discussions, cost of pricing data or information other than cost or pricing data) will be evaluated IAW FAR 15.4 to ensure that all awards will be at fair and reasonable prices. Price shall be evaluated but no adjectival ratings shall be utilized for evaluating an offeror's proposed prices. The PCO shall make a determination of whether prices are fair and reasonable in accordance with FAR 15.305(a)(1). All offered prices will be evaluated based on the aggregate of the base period and option year periods multiplied by the AOLQ. In accordance with the DoD Source Selection Procedures, all offers with separately priced line items or subline items shall be analyzed to determine if the prices are unbalanced (FAR 15.404-1(g)). Offers may be rejected if the PCO determines the lack of balance poses an unacceptable risk to the Government.

Selection

The final technical evaluation reports will be furnished to the contracting officer. The contracting officer will prepare a written source evaluation report and present the analysis to the SSA. Based on this report and analysis, the SSA will make the decision as to which offeror is selected for award. The responsible offeror whose proposal is the most advantageous to the Government, as determined by the evaluation of proposals according to the evaluation factors, will be selected for award.

Options**52.217-5 EVALUATION OF OPTIONS**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION M – Adjectival Ratings**1. Technical Factor - PASSING BALLISTIC AND NON-BALLISTIC TEST RESULTS****Pass / Fail Criteria**

Pass:

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Proposal provides passing ballistic and non-ballistic test results in accordance with First Article Test (FAT) criteria demonstrating the offerors ability to meet the complete ballistic and non-ballistic requirements for FAT found under specification CO/PD 04-19H dated 19 May 2016. The ballistic and non-ballistic test must have performed either by a National Institute of Justice (NIJ) Certified Laboratory or Department of Defense Laboratory (i.e. Aberdeen Test Center). Contractors that *do pass this evaluation factor will be further evaluated under the remaining evaluation factors.*

Fail:

Proposal does not provide passing ballistic and non-ballistic test results in accordance with First Article Test (FAT) criteria demonstrating the offerors ability to meet the complete ballistic and non-ballistic requirements for FAT found under specification CO/PD 04-19H 19 May 2016. Any ballistic and non-ballistic test reports not meeting the criteria specified above will not be considered valid and will not be evaluated under this evaluation factor. Any deviation from the FAT testing requirements or procedures as set forth in CO/PD 04-19H 19 May 2016 will result in an overall failure for this technical factor. Contractors that *do not pass this evaluation factor will not be evaluated further under any of the other evaluation factors and the entire proposal will be rejected.*

SECTION M – Adjectival Ratings**2. Technical Factor - SOCIOECONOMIC PORGRAM SUPPORT****Acceptable / Unacceptable Criteria**

The government will evaluate the offeror's socioeconomic program plan based on the proposal by the offeror addressing the information required under DLAD provision 52.215-9002, Socioeconomic Proposal.

ACCEPTABLE:

The proposal meets the requirements of DLAD provision 52.215-9002, Socioeconomic Proposal.

UNACCEPTABLE:

The proposal does not meet the requirements of DLAD provision 52.215-9002, Socioeconomic Proposal.

Offerors' proposals for Socioeconomic Program Support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its socioeconomic plan. This plan will be monitored by the cognizant Defense Contract Management Agency's small business office as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will then be used as a consideration prior to option exercise and future source selection decisions. Performance on prior contracts in subcontracting with and small, SDBs, WOSBs, HUBZones, VOSBs, SDVOSBs, EDWOSBs, and HBCUs/MIs small businesses will be part of past performance evaluation.

NOTE: For the purpose of proposal evaluations, the Past Performance factor is considered more important than the Socio Economic Factor; however, failure to submit an acceptable socioeconomic plan may result in a proposal being determined ineligible for award.

SECTION M – Adjectival Ratings**3. PAST PERFORMANCE – PERFORMANCE CONFIDENCE ASSESSMENT****(a) RECENCY SUB-FACTOR****RECENT**

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Offerors' past performance during the two years prior to the closing date, as well as its recent performance up until the time of award, will be considered as recent.

NOT RECENT

Any performance outside of or greater than two years prior to the closing date will be considered "not recent" and will not be further evaluated for relevancy or quality of products and services.

(b) RELEVANCY OF PRIOR CONTRACTS SUB-FACTOR

VERY RELEVANT

Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.

RELEVANT

Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

SOMEWHAT RELEVANT

Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.

NOT RELEVANT

Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

(c) QUALITY OF PRODUCTS SUBFACTOR

Outstanding: The offeror's past performance record indicates the offeror consistently meets or exceeds contract requirements. Past contractual performance has been accomplished with few minor problems for which corrective actions taken by the offeror have been highly effective.

Good: The offerors past performance record indicates the offeror consistently meets or exceeds some contract requirements. Past contractual performance has been accomplished with some minor problems for which corrective actions taken by the offeror have been effective.

Acceptable: The offeror's past performance record indicates the offeror met contract requirements. Offeror's record of past performance contains reports of some minor problems for which corrective actions taken by the offeror appear to have been or were acceptable.

Marginal: The offeror's past performance record indicates the offeror has not met some contract requirements. Offeror's record of past performance contains reports of serious problems for chich the offeror did not identify corrective actions or proposed corrective actions that were only marginally effective or were not fully implemented.

Unacceptable: The offeror's past performance record indicates the offeror has not met most contractual requirements, recovery was not accomplished in a timely manner and proposed corrective actions appear or were ineffective.

Neutral: No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful rating can be reasonably assigned.

NOTE: The above adjectival ratings for the sub-factor of Quality of Products shall be applied to all three elements of this sub-factor; Past Quality of Items, Past Delivery Performance, and Past Socioeconomic Support Performance. The elements of Past Quality of Items and Past Delivery Performance are of equal importance but more important than the third element of Past Socioeconomic Support Performance.

**OVERALL RATING FOR
PAST PERORMANCE - PERFORMANCE CONFIDENCE ASSESSMENT FACTOR**

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SUBSTANTIAL CONFIDENCE

Based on the offeror’s recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.

SATISFACTORY CONFIDENCE

Based on the offeror’s recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.

NEUTRAL CONFIDENCE

No recent/relevant performance record is available or the offeror’s performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.

LIMITED CONFIDENCE

Based on the offeror’s recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.

NO CONFIDENCE

Based on the offeror’s recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

NOTE: How the prospective offeror performed on prior contracts captured in the sub-factor of Quality of Past Performance is part of the overall past performance – performance confidence assessment rating.

52.211-9011 DELIVERY TERMS AND EVALUATION (APR 2014) DLAD

52.217-05 EVALUATION OF OPTIONS (JUL 1990) FAR